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**NEGOTIATED AGREEMENT
BETWEEN
THE ELLICOTTVILLE CENTRAL SCHOOL DISTRICT
AND
THE ELLICOTTVILLE TEACHERS ASSOCIATION**

JULY 1, 2003 - JUNE 30, 2008

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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TABLE OF CONTENTS

	Page
Article I Agreement	1
Article II Philosophy	1
Article III Recognition	1-2
Article IV Principles	2
Article V Area For Discussion and Agreement	2-3
Article VI Procedures for Conducting Negotiations	3-4
Article VII Implementation and Amendment	4
Article 1 Teaching Hours and Teaching Load	5-7
Article 2 Teacher Schedules & Layoff/Recall	8
Article 3 Administrative General Faculty Meetings	8-9
Article 4 Teacher Evaluation	9-10
Article 5 Teacher Files	10-11
Article 6 Instructional Materials	11
Article 7 Transfer	12
Article 8 Fair Dismissal	12
Article 9 Teachers' Facilities	12-13
Article 10 Personal Injury Benefits	13
Article 11 Teacher Protection From Assaults	14
Article 12 Transportation Allowance	14
Article 13 Sick Leave	14-16
Article 14 Temporary Leaves of Absence	16-17
Article 15 Extended Leaves of Absence	17-19
Article 16 Sabbatical Leaves of Absence	19-20
Article 17 Use of School Facilities	20-21
Article 18 Payroll Deduction	21
Article 19 School Calendar	22
Article 20 Promotions	22
Article 21 Miscellaneous	22
Article 22 Extra Curricular Activities Pay Schedule	23-25
Article 23 Chaperone	26
Article 24 Insurance Plan	26-29
Article 25 Liaison Committee	29
Article 26 Teacher Salary	29-32
Article 27 Grievance Procedure	32-35
Article 28 Agreement	35
Article 29 Duration of Contract	36
Appendix A Salary Schedules	37

NEGOTIATED AGREEMENT

ELLCOTTVILLE CENTRAL SCHOOL DISTRICT AND ELLCOTTVILLE CENTRAL SCHOOL TEACHERS ASSOCIATION

Pursuant to Article 14 of the state civil service law, the Ellicottville Central School District hereby adopts the following agreement covering recognition of a teacher organization and the methods by which negotiations shall take place with said organization.

ARTICLE I. AGREEMENT

This agreement is made by and between Ellicottville Central School District (hereinafter referred to as the District) and the Ellicottville Central School Teachers Association (hereinafter referred to as the Association) and is effective from July 1, 2003-June 30, 2008.

ARTICLE II. PHILOSOPHY

The District and the Association firmly believe that the primary function of the Board of Education and its professional staff is to assure each boy and girl attending the Ellicottville Central School District the highest level of educational opportunities obtainable. The District recognizes that teaching is a profession; the District and Association believe that the objectives of the education program are realized to the highest degree when mutual understanding, cooperation, and effective communications exist between the District and its professional staff.

ELLCOTTVILLE CENTRAL SCHOOL WILL GUARANTEE THAT ALL STUDENTS WILL ACHIEVE THEIR HIGHEST LEVEL OF COMPETENCE THROUGH A SUCCESS-ORIENTED EDUCATION THAT WILL ENSURE QUALITY GRADUATES.

ARTICLE III. RECOGNITION

The District, in order to recognize a teacher organization as the exclusive representative of teaching personnel requires satisfactory evidence that the organization in fact represents a majority of such employees. Such evidence shall be in the form of a notarized membership statement, signed designation cards, or dues deduction authorizations. In the event of a challenge, the District will proceed according to the regulations of the Public Employee Relations Board established under Article 14 of the Civil Service Law.

By virtue of satisfactory evidence submitted by the Association to the District that the Association does represent the majority of the professional employees in the District, the District hereby recognizes the Association as the official negotiating agent for all teachers employed by the District.

The Association shall submit to the District by December 1 of each year a notarized list of the above members of the Association.

This recognition shall continue in effect so long as the Association's active membership contains more than fifty (50) percent of the total employees in the negotiating unit.

ARTICLE IV. PRINCIPLES

1. PROFESSIONAL TEACHING PERSONNEL.

It is recognized that members of the professional staff require specialized qualifications and that the success of the educational program in the Ellicottville Central School District depends on the maximum utilization of the abilities of teachers who are well satisfied with the conditions under which their services are rendered.

2. RIGHT TO JOIN OR NOT JOIN.

It is recognized that teachers have the right to join, or not to join the Association, but membership shall not be a prerequisite for employment or continuation of employment of any employee.

3. RIGHTS OF MINORITIES AND INDIVIDUALS.

The legal rights inherent in the New York State Law and in the rulings and regulations of the Commissioner of Education affecting certified personnel are in no way abridged by this agreement.

4. SAVINGS CLAUSE.

If any provision of this agreement or any application of the agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect for the duration of this agreement.

ARTICLE V. AREAS FOR DISCUSSION AND AGREEMENT

This recognition constitutes an agreement between the District and the Association to reach mutual understanding regarding matters related to terms and condition of employment. The District and the Association recognize that the Board of Education is the legally constituted body responsible for the determination of policies covering all aspects of the Ellicottville Central School District. The District recognizes that it must operate in accordance with all statutory provisions of the state, and such other rules and regulations as are promulgated by the Commissioner of Education in

accordance with such statutes. The District cannot reduce, negotiate, or delegate its legal responsibilities.

ARTICLE VI. PROCEDURES FOR CONDUCTING NEGOTIATIONS

1. NEGOTIATING TEAMS.

The District or designated representatives of the District will meet with representatives designated by the Association for the purpose of discussing and reaching mutually satisfactory agreement.

2. OPENING NEGOTIATIONS.

Upon a request of either party for a meeting to open negotiations, a mutually accepted meeting date shall be set not more than 15 days following such request. All issues proposed for negotiations shall be simultaneously submitted in writing and exchanged by the Association and the District representatives at the first meeting. The second meeting and all necessary subsequent meetings shall be called at a time mutually agreed upon by the parties.

3. NEGOTIATION PROCEDURES.

Designated representatives of the District, shall meet at such mutually agreed upon places and times with representatives of the Association for the purpose of effecting a free exchange of facts, opinions, proposals, and counter-proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meetings as described in paragraph 2 above, such additional meetings shall be held as the parties may require to reach an understanding on the issues or until an impasse is reached.

Meetings shall not exceed three (3) hours and shall be held at a time mutually agreeable to both parties.

4. EXCHANGE OF INFORMATION.

Both parties and/or the Superintendent of Schools shall furnish each other, upon reasonable request, all available information pertinent to the issues under consideration.

5. CONSULTANTS.

The parties may call upon consultants to assist in preparing for negotiations, and to advise them during conference sessions. The expense of such consultants shall be borne by the party requesting them.

6. COMMITTEE REPORTS.

The parties agree that, during the periods of negotiations and prior to reaching an agreement to be submitted to the District and the Association, the proceedings of the negotiations shall not be released unless such an issuance has the prior approval of both parties. Notes and information of both parties shall be exchanged after each meeting to avoid misinterpretations. Prior approval of both parties is not necessary after an impasse is reached and submitted to P.E.R.B.

7. REACHING AGREEMENT.

When consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing as a memorandum of understanding and submitted to the Association and the Board of Education for approval. Following approval by a majority of the Association membership and by a majority of the Board of Education, the Board of Education will take such actions upon the recommendations submitted as are necessary to make them official. In the event either of the parties do not approve the initial agreement, the negotiating teams will resume meeting to resolve the difference.

ARTICLE VII. IMPLEMENTATION AND AMENDMENT

This recognition agreement shall become effective upon its approval by a majority of the Association members and a majority of the Board of Education members. It may be amended by mutual consent of both parties with written evidence of said consent being presented by each party to the other.

THE ELLICOTTVILLE CENTRAL SCHOOL DISTRICT

By.....[L.S.]

By.....[L.S.]

THE ELLICOTTVILLE CENTRAL SCHOOL TEACHERS ASSOCIATION

By.....[L.S.]

By.....[L.S.]

ARTICLE 1

Teaching Hours and Teaching Load

- 1.1 The regular school day for teachers will be from 8:00 A.M. to 3:00 P.M. or an equivalent seven hours. The administration in charge shall have the authority to permit teachers divergence from the regular school day. These are considered the normal hours of employment. The teacher's work day should not be guided by specific working hours but should be guided by the task of the job - the planning for and assisting of the learning of each individual student. It is the teacher's planning, diagnosis, preparation, and prescription that should dictate the time not the inverse.

As of September 1, 2001, the teacher work day will end at 3:05 p.m. There shall be no corresponding increase in the student day. The administration will continue the current practice related to individual circumstances requiring leaving prior to the end of the day.

- 1.2 The work year for teachers, defined by state law is that teachers are regularly employed from September 1st to June 30th. Teachers who work prior to September 1st or following June 30th are paid additional compensation for these extra duties. The entire faculty shall not be required to report prior to the first Tuesday following Labor Day and remain in the system no longer than the date of graduation without prior approval of the Board of Education.
- 1.3 The Superintendent of Schools may call a regular (Pre K-12) faculty meeting once per month, unless extreme circumstances would indicate the need for another meeting. These meetings shall be limited to one and one-half hours in duration, and shall be held the first Wednesday of each month. The Principal may also call a meeting of the elementary or secondary teaching staff once per month. Also limited to a duration of one and one-half hours, these meetings shall be held on the third Wednesday of each month, unless extreme circumstances indicate the need for another meeting. Teacher attendance at any other meeting is optional.
- 1.4 A teacher with the consent of the Superintendent or his/her designee may call a meeting for a special purpose.
- 1.5 Teachers will have an uninterrupted, duty-free period of at least thirty (30) minutes for lunch except when emergencies or special events make it necessary to alter the schedule. Emergencies, it is understood, are extraordinary situations. Regular school scheduling shall not continue throughout the year on an "emergency" basis. Teachers shall be permitted to leave the building during their lunch periods. The school office will be notified when a teacher plans to be out of the building during this time.
- 1.6 Teachers shall have at least two thirty minute preparation periods each day during which they will not be assigned to any other duties except for emergencies or unusual scheduling problems. If a teacher requests, in writing, that this Article be waived, the teacher's schedule may be established without this provision. The teacher may withdraw this request by simply stating the desire to withdraw, in writing, to the Superintendent of Schools.

- 1.7 The accepted load for secondary school teachers is five (5) teaching periods and one supervisory duty not to exceed the length of one teaching period or six (6) teaching periods. Each teacher shall have a minimum of two preparation periods per day, each at least 42 consecutive minutes in length. The scheduling of assignments will be applied fairly and equitably to secondary teaching staff.
- 1.8 To insure an acceptable student-teacher class ratio, the Board of Education agrees to work toward an acceptable teacher-student ratio.
- 1.9 Philosophy Statement:

The Ellicottville Central School District and the Ellicottville Teacher's Association, agree that the primary purpose and use of the Distance Learning Laboratory shall be to: (1) continue to offer low-enrollment (*seven or less students*) regularly scheduled secondary courses at ECS, and (2) to also offer ECS students the opportunity to take courses not normally offered in the traditional ECS elementary and secondary curriculum.

- 1.9.1 The parties acknowledge and confirm that participation in a distance learning program shall not be used by the District to argue that the Association may have waived any rights that may exist to the exclusivity of bargaining unit work. The parties agree that the distance learning program involves bargaining unit work in classes both sent and received by Ellicottville Central School.
- 1.9.2 Use of the distance learning program shall not result in:
 - a. reduction in the number of full-time equivalent positions in the bargaining unit;
 - b. reduction of any unit member from full-time to part-time.
- 1.9.3. Teacher participation in the distance learning program shall be voluntary.
- 1.9.4. Each distance learning course for which there is a vacancy shall be posted according to the Contract, and such course(s) shall be offered first to members of the bargaining unit who are certified in the area of instruction for which the course is designed. If declined by all certified teachers in the bargaining unit, the distance learning course may then be offered to, and taught by other qualified professionals.
- 1.9.5. Distance learning equipment shall not be used to monitor teacher performance or to evaluate unit members. Unit members participating in the distance learning program shall be evaluated at the Ellicottville Central School as per contract.
- 1.9.6. Training courses shall be offered to all interested teachers. Participating teachers will be allowed days for visitation to other D/L laboratories as per the Contract.

- 1.9.7. Program participants at other than the regular school day will be at a pro-rated basis for salary/benefits.
- 1.9.8. Teachers in distance learning sending classes shall have adequate time for set up of materials and equipment. The teacher shall not be responsible for technical installation or maintenance of equipment utilized in the distance learning project. The teacher will be responsible for proper care and usage of the materials and equipment.
- 1.9.9. The assignment of a unit member of responsibilities for a distance learning class during the regular school day, as either the ECS' sending or receiving classroom, will be counted as a class assignment.
- 1.9.10. Teachers assigned to a sending class will not be responsible for the discipline of students at a receiving class in another school.
- 1.9.11. The distance learning program shall not adversely affect the schedule of any unit members who are not involved in the distance learning program.
- 1.9.12. The class size of a distance learning program sending class, which is a part of the regular ECS' curriculum shall be limited to seven (7) students. The maximum at both the sending and receiving sites shall be limited to twenty-one (21) students.
- 1.9.12.1 The size of a distance learning program sending class which is not a regular class, but is offered as an extension of the regular curriculum shall be limited to twelve (12) students. The maximum at both the sending and receiving sites shall be twenty-five (25) students.
- 1.9.13. There shall be no transmission, retransmission, or reproduction of the distance learning program courses which emanate from Ellicottville Central School without the expressed written approval of the participating bargaining unit member(s) instructing the class.
- 1.9.14. The grading of Distance Learning Project student participants shall be the domain of the instructor. However, the instructor shall not be responsible for translating the grades into a component district's grading system. However, the instructor shall supply the rationale for his/her grading system.
- 1.10 Commencing in the year 2001-2002, nine (9) hours of staff development will be planned and scheduled by a joint District/Association committee. Commencing in the year 2002-2003, an additional nine (9) hours, total eighteen (18), of staff development will be planned and scheduled by a joint District/Association committee.

ARTICLE 2

Teacher Schedules

- 2.1 Teachers shall be notified of their tentative program, schedule, or grade level assignment for the ensuing year. In addition, they will be notified of any changes in their tentative program, schedule, or grade level assignment for the ensuing year by July 31.
- 2.2 In order to assure that students are taught by teachers working within their areas of greatest competence, teachers shall not be assigned, except in accordance with the regulations of the Commissioner of Education and for good cause shown, to subjects or grades or other assignments outside the scope of their teaching certificates or their major or minor fields of study. Whenever administratively feasible the above shall be followed but in extreme or emergency situations a divergence may be necessitated.
- 2.3 Teacher schedules shall be made without regard to race, creed, color, national origin, sex, marital status, or membership in any teacher organizations.
- 2.4 Experience levels and college preparation of teachers will be given consideration in terms of schedule programs, or grade level assignments, whenever it is deemed by the administration to be in the best educational interest of the students to be educated.
- 2.5.1 According to the Board of Regents regulations of November 1975, elementary grade students will be in school for five (5) hours exclusive of lunch during the final week of June. Teachers are to utilize remaining time of the day for record keeping and planning.
- 2.6 The District shall schedule one day without students in attendance at midyear for curriculum review and evaluation.
- 2.7. In the event that a reduction in staff should become necessary, layoffs will be based upon seniority by tenure area according to Education Law or Civil Service Law requirements. The recall of staff will be based upon Education Law or Civil Service Law requirements. Unit members shall receive written notice of any change in employment status no later than thirty (30) days prior to the effective date. The Association President shall receive a copy of all notices. All benefits such as accumulated sick leave, insurance benefits and seniority will be restored upon recall.

ARTICLE 3

Administrative General Faculty Meetings

- 3.1 The District and the Association recognize that a teacher's primary responsibility is to teach and that his/her energies should, to the fullest extent possible, be utilized to this end.

Therefore, outside employment, outside study or other activities undertaken by teachers during their non-duty hours are at the discretion of the individual. Such activities should not impair the teacher's ability to perform effectively in the teaching assignment, nor should they reflect discredit upon the teacher or the Ellicottville Central School System.

When teachers are scheduled for a class, they will be in their rooms and ready to start their classes on time and also to end their classes on time unless extenuating circumstances arise.

In the area of non-teaching assignments, there are always those tasks such as class advisors, club advisors, etc. that will be an integral part of the school and must be of necessity be assigned by the administration. It is recommended that non-tenured teachers be limited to no more than two (2) coaching assignments in any school year.

Teachers are responsible for disciplining not only in their own classrooms but anywhere on the school campus when an infraction of the school's rules and regulations takes place.

The District and the Association agree to eliminate or reduce the non-teaching duties and assignments such as collecting money, duplicating instructional, and other materials, calculating attendance records and other similar clerical functions.

Each individual teacher will be responsible for preparing an inventory of the materials and books utilized in his subject area. For athletics, each individual head coach will submit to the Athletic Director an inventory of his equipment and materials at the end of each sport season.

- 3.2 Teachers will not be asked to transport pupils to activities which take place away from the school building.
- 3.3 The District and the Association agree that it is a good administrative practice that all administrative deadlines be met. For example, all report cards marked, all reports and questionnaires etc., will be met in the reasonably established deadlines.
- 3.4 The District and the Association agree to follow ethically all Professional practices.

ARTICLE 4

Teacher Evaluation

- 4.1 Under the general supervision of the Superintendent of Schools, teachers shall be supervised only by the Superintendent and Board appointed Administrators and Principals.

- 4.2 All observation of the work and performance of a teacher shall be conducted openly and with the full knowledge of the teacher being observed. All pertinent discussion shall be conducted later in private with the teacher, as necessary. Each non-tenured teacher will be evaluated at least twice each semester in a classroom situation. Each tenured teacher will be evaluated at least once annually.
- 4.3 The use of public address or audio systems or other monitoring devices for supervisory purposes is prohibited except with the knowledge of and written permission of the teacher being supervised. It is intended that this permission will be granted because the teacher is seeking help from the supervisor.
- 4.4 Written evaluation reports of probationary and tenured teachers shall be forwarded to the Superintendent of Schools only after the evaluator has had a consultation with the teacher being evaluated; teachers and evaluators will sign these reports, and send them on to the Superintendent within ten working days after the evaluation is prepared, as an indication that the report has been reviewed, but not to signify approval or disapproval of the report.
- 4.5 Participation in extra-curricular activities shall not constitute a valid basis for evaluating a person's classroom teaching performance. However, it is good public relations to become involved as a professional in community affairs and in areas where the teacher's professional talent will be utilized beyond the classroom situations.
- 4.6 Teachers have the right to know of either oral or written complaints or compliments by parents, children, district residents, or members of the Ellicottville Central School Staff which reach the attention of the Superintendent and are deemed by him/her to have an effect on the teacher's relationship to his students or to his professional status as an educator. The teacher will be informed by the Superintendent of the complaint or compliment and it's non-personalized source. The teacher will be given an opportunity to reply to the Superintendent in either a written or oral form. The Superintendent need not identify the name of the person or persons making the complaint or compliment.
- 4.7 It is reasonable to expect that a teacher's performance through the entire school day is subject to evaluation; the teacher's arrival time, promptness to class, response to administrative directives, rapport with students and fellow staff members, as defined in the teachers' handbook. Therefore, any such cumulative aspects of the teacher's performance that are periodically documented, shall be made known to the teacher, discussed, and filed. These cumulative evaluations can be counted as legitimate observations.

ARTICLE 5

Teacher Files

- 5.1 All teacher's permanent central office files shall be maintained under the following conditions.

- 5.1.1 All materials placed in the permanent central office teacher's file, and originating within the School District shall be available to the teacher upon request for inspection, except confidential reference information for the purpose of obtaining employment or promotion. This material shall be confidential and only available to the Superintendent and the Superintendent's secretary.
- 5.1.2 The teacher shall have the right to answer any material filed, except confidential reference information for the purpose of obtaining employment or promotion, and his answer shall be reviewed by the Superintendent and attached to the file copy.
- 5.1.3 No material derogatory to a teacher's conduct, service, character, or personality will be placed in the personal file, except for letters of recommendation and placement folders, unless the teacher has had an opportunity to review the material. The teacher will acknowledge that he/she has had the opportunity to review such material by affixing a signature to the copy to be filed within 10 school days with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such materials, within the same ten (10) school days, and the answer shall be reviewed by the Superintendent and attached to the file copy.

- 5.2 A teacher upon request, will be granted a review of his/her personnel folder with the Superintendent of Schools and upon teacher request, that material in the folder at least five years old may be removed. A record will be kept that material from the folder has been removed.

ARTICLE 6

Instructional Materials

- 6.1 The Board of Education will endeavor to provide sufficient instructional materials to insure that each pupil will have the best possible access to them.
- 6.2 Each teacher may request of the Principals, authorization for such items that are specially needed in his/her class. Through proper planning at requisition time, all items that are needed for the ensuing year should be carefully listed. This should eliminate the need for additional procurement. In the event of a transfer the teacher will be granted the opportunity to procure supplies for that grade level.

ARTICLE 7

Transfer

- 7.1 A change in teaching position may be requested by the teacher affected, or by the Principal of the teacher's school, or may be initiated by the Superintendent of Schools and his staff. The approval of the Superintendent of Schools or his/her designee is required.
- 7.2 The principal criterion for consideration of a request for transfer is whether or not the request will result in the best education program for the students of the school district. A request for transfer will not be granted if the teacher does not qualify for the existing vacancy.
- 7.3 In considering a request for transfer, wishes of the individual teacher will be honored to the extent that they do not conflict with the instructional requirements and best interest of the students of the school district.
- 7.4 If more than one teacher has applied for the same position, the teacher best qualified for that position shall be appointed by the administration and the Board of Education.
- 7.5 Transfer-requested by Administration. Notice of transfer shall be given to teachers as soon as practicable and, under normal circumstances, not later than June 1 of each school year, whenever administratively feasible.
- 7.6 A transfer will be made only after a meeting between the teacher involved and the Superintendent of Schools, or his/her designee, at which time the teacher will be notified of the reason.

ARTICLE 8

Fair Dismissal

- 8.1 The Administration and the Board of Education will notify probationary teachers of their future employment status by April 1st. This deadline may be extended with the agreement of the individual teacher and the Association President.
- 8.2 Non-certified bargaining unit members shall have rights afforded to them pursuant to Section 75 of Civil Service law as provided by law.

ARTICLE 9

Teachers' Facilities

- 9.1 The District shall provide the following:
 - 9.1.1 Wherever possible space in each classroom exists, teachers may safely store instructional materials and supplies, provided that the District shall not be held to be the insurer of the teachers' personal belongings stored in such space.

- 9.1.2 A desk and chair for each teacher.
- 9.1.3 Well-lighted and clean teacher rest rooms.
- 9.1.4 A workroom for teachers containing equipment and supplies to aid the preparation of instructional materials will be provided wherever financially feasible.
- 9.1.5 Two furnished rooms shall be provided as faculty lounges. Such will be in addition to the aforementioned teacher workroom.
- 9.1.6 Telephone service available to all teachers. Teachers will not be called from their classrooms unless for emergency purposes.

The calling party's name and number will be placed in the teacher's mailbox. The telephone will be used for school business only and all long-distance telephone calls must be placed by office personnel. For long-distance calls of a personal nature, or non-school business, long-distance calls should be made through the pay station telephone.
- 9.1.7 Space in the parking lot will be reserved for teacher parking during regular school hours.

ARTICLE 10

Personal Injury Benefits

- 10.1 Whenever a teacher is temporarily absent from school and temporarily unable to perform his/her duties as a result of personal injury incurred in the scope and course of his employment, and not the result of his own negligence, he/she will be paid his/her full salary less the amount of any workmen's compensation payments or award made for temporary disability due to said injury for the period of six months from the date of such injury, or remainder of the school year, whichever is longer. No part of such temporary absence, not in excess of a total period of six months from the date of such injury will be charged against the teacher's ordinary sick leave. The workmen's compensation salary allowance paid the teacher will be assigned to the School District. Any award made for permanent or temporary disability to the teacher will be retained by the teacher.
- 10.2 The District shall have the right to have the teacher examined by a physician designated by the District to assist it in determining the length of time during which the teacher is temporarily unable to perform his/her duties, and that the disability is attributable to the injury involved. In the event that there is an adjudication of the period of temporary disability in the appropriate workmen's compensation proceeding, the District may adopt such adjudication.

ARTICLE 11

Teacher Protection From Assaults

- 11.1 Any teacher who has suffered any assault in connection with his/her employment shall, as soon as possible, make a written report of the circumstance thereof to his principal and shall make supplemental written reports attaching copies of any summons, complaint, process information, indictment, notice or demand served upon him/her in connection with such assault within five (5) days after he/she has been served therewith, and reporting the final disposition of any such proceeding.
- 11.2 Such reports will be forwarded to the District through the Superintendent of Schools and, in the event civil or criminal proceedings are brought against the teacher, the District will comply with a reasonable request by the teacher for information in the District's possession not privileged by law or policy of the District and relevant to the incident reported.
- 11.3 If criminal or civil proceedings are brought against a teacher in connection with his/her employment, such teacher, after making the reports described in Section 11.1 above, may request the District's assistance in the preparation of the teacher's defense. Upon receipt of such request, the District will retain an attorney competent in the area of the complaint for the teacher's defense, in so far as the interests of the teacher and the District are not conflicting.
- 11.4 Nothing in this Article shall prejudice any action that the District might otherwise take regarding the teacher's employment status.
- 11.5 The School District will assume all legal costs of the attorney provided in 11.3.
- 11.6 If a teacher wants to retain counsel other than the attorney provided in 11.3, as a matter of personal representation, the cost of this counsel shall be paid by the teacher.

ARTICLE 12

Transportation Allowance

- 12.1 Teachers are to use a school vehicle whenever it is available. They shall be reimbursed at the I.R.S. rate per mile if a school vehicle is not available. The forms for the computation of the mileage will be furnished by the business office. The Superintendent of Schools shall determine whether or not a teacher is to be paid mileage in advance of any authorized trips only.

ARTICLE 13

Sick Leave

- 13.1 On the first day of each school year, all teachers will be granted twelve (12) sick days. All teachers will be allowed to accumulate unused sick leave from year to year up to a total of 200 days exclusive of the current year. Any teacher hired prior to July 1, 2000, who has at least 10 years of service with the District, leaving

the employ of the District shall be compensated for unused sick days at the rate set forth in paragraph one of Sections 26.10. Teachers hired on or after July 1, 2000 will not be entitled to this benefit.

- 13.2 In the event of absence of a teacher for illness or accident in excess of five consecutive school days, the District may require an examination by the school physician, such examination will be at the District's expense, or the teacher's physician at the teacher's expense.

13.2.1 Bargaining unit members may elect to use their accumulated sick leave following giving birth to a child, up to a maximum of 40 consecutive teacher work days without providing medical documentation of disability for that period. Sick leave usage as provided under this provision shall begin on the date of the birth of the child or on the first scheduled teacher work day following the birth of the child.

- 13.3 The Board and Association have established a Sick Bank for teachers and administrators who need extended leaves due to personal illness. The Bank will be administered by three teachers (chosen by the president of the Association) and the Superintendent of Schools or his designee. The Bank will operate under the following guidelines.

13.3.1 A teacher or administrator must participate (voluntarily) in order to be a member of the Bank.

13.3.2 A member of the Sick Bank must contribute one day per year to the Sick Bank.

13.3.3 The maximum number of sick days that can be accumulated is 500. No additional days will be contributed until the Bank drops to 500. In the event that the bank drops below 500, all members will contribute a minimum of 1 day to bring the total bank up to 500. If a member does not have any days to contribute, their contribution will be deducted the following September. The total days in the bank may temporarily exceed 500 following contributions to restore the 500 days or allow contributions by new members.

13.3.4 A teacher or administrator who has accumulated 180 days of sick leave may contribute 5 days to the Bank (one time only).

13.3.5 A Sick Bank member must use all his sick time, or twenty-five (25) days, whichever comes first, before drawing from the Bank.

13.3.6 A member of the Sick Bank may draw up to 30 days from the Sick Bank.

- 13.3.7 If necessary, a member of the Sick Bank may reapply for additional days to the committee.

ARTICLE 14

Temporary Leaves of Absence

- 14.1 Teachers shall be granted the following temporary leaves of absence with pay during each school year upon written application to the principal. Exception may be made during periods of emergency, when there is an inadequate supply of substitute teachers available. The Superintendent of Schools will notify the Association when such periods of emergency occur when some leaves may not be granted.
- 14.2 Each teacher will be entitled to four (4) days of personal leave with full pay during each school year. No reason need be given for personal day requests except as 14.9 pertains. These four days, if unused during the school year, shall be added to the teachers accumulative sick leave.
- 14.2.1 An emergency day may be granted by the Superintendent of Schools for an unusual happening or catastrophe not covered by any other days in this contract. The decision by the Superintendent of Schools is not grievable.
- 14.3 The Superintendent of Schools will if feasible be notified at least 48 hours in advance if a personal day is desired. If a teacher holds a high office in any organization he may take his four personal days to attend meetings or conferences. If more than four days are needed, the remainder will be deducted from his/her pay.
- 14.4 Each teacher will be entitled to a maximum of five (5) days leave in the event of the death or serious illness in the teacher's immediate family (father, mother, grandparents, father-in-law, mother-in-law, brother, sister, daughter, son, husband, wife, or persons living in the teacher's household). Such leaves are not to be charged to sick leave as part of the annual twelve days sick leave. One (1) day for each death may be used to attend the funeral of a relative or friend not classified as immediate family. That one day will be charged to accumulated sick leave.
- 14.5 In addition to the above mentioned, all teachers have the privilege of one (1) visitation day annually, with pay, to a school within a reasonable distance of Ellicottville Central School. Teachers must indicate their desire to visit well in advance to the Superintendent of Schools. Teachers are to submit a brief summary report concerning their visitation to the Superintendent of Schools. No transportation allowance will be allowed. If, in the opinion of the Superintendent of Schools, a teacher needs an additional visitation day beyond the one provided

in this contract, the Superintendent of Schools may allow the use of another teacher's visitation day, providing the Superintendent has given the teacher permission in writing. No visitation days will be allowed after May 1st of the present school year.

- 14.6 The time necessary for appearance in any legal proceeding connected with the teacher's employment or with the school system or in any legal proceedings which the teacher is required by law to attend will be granted with no loss in sick days or personal days. In the case of jury duty, teachers will not be docked for personal days or sick days and will be paid their regular salary. However, the money received for the performance of jury duty will be assigned to the school district to avoid double compensation (Section 6.24 New York State Education Law).
- 14.7 The Superintendent of Schools, or his/her designee, may grant permission to teachers to attend educational meetings without loss of pay.
- 14.8 All leaves granted under the provisions of this Article will be in units of full days or half days.
- 14.9 Leaves requested under Article 14.2 will not be permitted on the opening day of school, during the closing two weeks of school in June, on a conference day or immediately prior to or following a scheduled school recess, holiday, or vacation unless authorized by the Superintendent based upon special circumstances. Such requests will not be unreasonably denied. Personal days may not be used to extend vacations or time off from school prior to or after a school holiday.
- 14.10 Substitute teachers shall be of the highest qualification available; except where it is administratively, legally or economically unfeasible, substitutes shall be expected to carry on all duties of the regular teacher. It is understood that elementary substitute teachers will be hired in all elementary areas including the replacement of special teachers (i.e. music, art, and physical education instructors).
- 14.11 The Association will be granted up to twenty (20) work days per year for designated representatives to attend meetings, conferences or seminars at the State and National Affiliates and to conduct necessary local Association business. Such leave will not be charged against the teacher's salary or leave time. The Association will be responsible for the substitute pay for that teacher's absence if more than five (5) days are used in any year.

ARTICLE 15

Extended Leaves of Absence

- 15.1 A military leave as provided will be granted, without pay, to any teacher who is inducted or enlists in active military service in time of war or other emergency declared by the proper authority of the State or the United States. Upon return from such leave, a teacher will be placed on the salary schedule at the level which he/she would have achieved if he had not taken such leave.

- 15.2 A military leave in any calendar year without loss of pay or other benefits for thirty (30) days will be granted to any teacher who is a member of the National Guard or any other component of the military forces of the State or reserve forces of the United States and who is engaged with such organization or component in training or active services or ordered by proper authority pursuant to law. Under military leave (Section 2.34 New York State Education Law) any teacher must make an application for reinstatement within ninety (90) days after the termination of such military duty or any time during terminal leave.
- 15.3 A teacher may apply for a leave of absence without pay, increment, or benefits for one year for any reason that has significant meaning to the teacher. An additional one year leave may be granted with the recommendation of the Superintendent and the approval of the Board of Education. The leave request must state the purpose of the leave and the specific dates. Leaves will be considered only if a suitable replacement is available and if the replacement will agree to teach this specific time requested. If such leave is granted, the teacher agrees to notify the Superintendent of Schools by February 1, of leave year, whether the teacher plans to return the following September; whether the teacher plans to request an extension of the leave; or whether the teacher plans to resign from the teaching position. If a teacher fails to notify the Superintendent of Schools by February 1st of his/her intent to return the following September or to request an extension of the leave, this shall be an indication that the teacher has resigned. If the teacher applies for an extension of the leave and the leave is denied, the teacher will notify the Superintendent of his/her intent to either return or resign within 30 days of the Board's decision. Any extended leave shall be subject to the same notification by February 1st of the additional year.
- 15.4 Any tenured teacher whose personal illness extends beyond accumulated sick leave, and who has exhausted all benefits of the sick bank, may, at the discretion of the Superintendent, be granted a leave of absence of up to one full year without pay, any salary increments, or other benefits; such leave may be extended for one year. Requests for such leave, or an extension, must be accompanied by a statement prepared by a regularly licensed New York State physician, stating that the teacher is unable to perform the full-time duties normally assigned to a teacher in a similar position. This medical opinion will be substantiated also in writing by a mutually agreed upon doctor.

In order for a teacher to return to work from this extended sick leave, the Superintendent must be provided a statement, prepared by a mutually agreed upon New York State physician, that the teacher is medically qualified to return to full-time employment, and to perform the duties normally assigned to a teacher in a similar position. The District will also require the teacher to submit, at District expense, to a physical examination performed by a mutually agreed upon doctor, whose statement will likewise certify the teacher's ability to return to full-time work. These statements will include a reference that the teacher's return presents no health or safety hazard to any students or other employees. Upon return from such leave, a teacher will be assigned to the same position if available or, if not to a substantially equivalent position by mutual agreement between the teacher and the Board of Education.

- 15.5 All requests for extended leave of absence will be applied for in ample time and granted in writing. They should be applied for in ample time in order that a suitable substitute can be found. Discretion may dictate if any excessive number of extended leaves will hamper the proper functioning of the school.

ARTICLE 16

Sabbatical Leaves of Absence

- 16.1 Sabbatical leaves of absence for professional tenured teachers are granted upon the recommendation of the Superintendent of Schools with the approval of the District and are subject to the following regulations:
- 16.2 No application for Sabbatical Leave can be considered unless the applicant shall have completed seven (7) years of service in the Ellicottville Central Schools system. Not more than one (1) teacher may be on sabbatical leave at any one time providing a suitable substitute can be found.
- 16.3 The Sabbatical Leave application must indicate how the Sabbatical Leave, if granted, is a part of the applicant's career plans. The applicant will be requested to present a plan showing how advanced study will not only improve his/her knowledge but also his/her effectiveness as a professional. Sabbatical leaves shall be approved for the purpose of attending college courses, or to participate in an internship for advanced educational certification, not for independent study or educational travel.
- 16.4 Applications for Sabbatical Leave must be filed before February 1st of any given school year or the first school day thereafter. This requirement may be waived by the Superintendent.
- 16.5 The District will pay 50% of the employee's contract salary during a full year Sabbatical or 100% of an employee's contract salary during a half year Sabbatical.
- 16.6 A person on a Sabbatical Leave of Absence will receive any increments awarded by the District as a part of the regular teacher's salary schedule, if such increments are awarded to all other staff members. Any other fringe benefits in effect during the person's sabbatical Leave of Absence will not be jeopardized.
- 16.7 The employee on Sabbatical Leave of Absence will be considered an employee of the District and subject to the rules, and regulations governing personnel policies.
- 16.8 At the conclusion of the Sabbatical Leave of Absence, the employee will be assigned to the position he/she left, or to a comparable position in the school system.
- 16.9 Those granted a Sabbatical Leave shall pursue courses totaling in semester hours the residence requirements of the institution in which the applicant is enrolled. The applicant agrees to have a responsible officer of the institution forward to the Superintendent of Schools a statement listing the courses pursued, the number of semester hours credit for each and the number of semester hours required for full

time residence status. Such a statement shall be forwarded to the Superintendent of Schools within six weeks after the applicant begins the collegiate work for which the Sabbatical Leave was granted. Upon the completion of study, that applicant agrees to furnish the Superintendent of Schools with an official transcript of the credit earned.

- 16.10 A teacher who takes a sabbatical leave shall not voluntarily terminate his/her employment in the Ellicottville Central School District for a two year period following the expiration of such leave.

The teacher will sign twenty-four (24) promissory notes, each for 1/24th of the amount of the salary to be received while on sabbatical. This must be done so the teacher is paid while on the sabbatical. Should the teacher return to the Ellicottville Central School District, one promissory note will be destroyed for each month of service to the Ellicottville Central School District. If the employee does not return or resigns before completing the twenty-four (24) months service, any outstanding money will be paid to the district at the rate of one promissory note per month. The preceding formula shall apply also to sabbatical leaves of 1/2 year duration except that 12 promissory notes for 1/24 of the amount of the salary received on sabbatical leave shall be signed by the teacher.

- 16.11 The person on sabbatical leave shall attend and fulfill sabbatical responsibility as stated and approved by the Board of Education.

- 16.12 Applications and conditions for overseas teaching assignments shall be the same as those applying to sabbatical leave except-

Teaching assignments must complement present teaching position.

Salary arrangements for overseas assignments may vary in accord with the State Department or other Government agency requirements and rules. For example, exchange teachers coming from certain countries receive salaries paid by certain countries, plus supplements. Ellicottville Central School teachers may receive full salary under such arrangements. Various fellowships and stipends or scholarships and Government grants may require a differential between the grant and the current salary received by the teacher in Ellicottville Central School.

At the conclusion of overseas duty, a statement from the education advisor having overseas responsibility or on site responsibility will be required by the Ellicottville Central School District attesting satisfactory completion of over-seas assignment.

ARTICLE 17

Use of School Facilities

- 17.1 The Association will have the right to use the school building for meetings, without cost, as approved by the appropriate administrative office provided that such meetings do not interfere with the normal operation of the school and do not conflict with the provisions of the Education Law, are non-political in nature, and are in agreement with all policies, rules and regulations of the District.

- 17.2 The Association will have the right to place notices, circulars and other material on designated school bulletin boards and in teacher's mail boxes provided that they are signed by the Association or in some way they are designated as having been issued by the Association.

ARTICLE 18

Payroll Deduction

- 18.1 The District agrees to such deduction from the salaries of its employees for dues of the Ellicottville Central School Teachers Association and New York State United Teachers. Authorization must be individual and on a form provided by the Association.

The Association shall provide to the Business Administrator a list of those bargaining unit members for whom deductions shall be made no later than October 1st of each school year or no later than thirty (30) days from the date of employ of such person hired after September 15th of each school year.

The Association shall also certify the amount of dues to be deducted for each of the organizations involved for the current fiscal year.

Deductions will commence with the first paycheck in October and shall continue in equal installments coinciding with the remaining pay periods in the fiscal year. The District agrees to deduct from the salary of employees in the bargaining unit the amount equivalent to dues levied by the Association and shall transmit the sum so deducted to the Association as per Section 18.1. The Association affirms that it has adopted procedures for the refund of Agency Fee deductions as required by law.

Employees who leave the District prior to the completion of the school year shall have the remaining amount owed the respective Association deducted from their final paycheck.

- 18.2 The District will provide for payroll deductions for teachers who express a desire to have deductions made to banking institutions. Each teacher who desires to have direct deposit shall notify the business office of his/her desire so that direct deposit can be initiated.
- 18.3 The District shall checkoff and remit payments to the NYSUT Benefit Trust upon submission of a signed authorization to the payroll office for anyone within the bargaining unit. Such signed authorization may be discontinued at the end of its term upon written notice by the employee to the District. The District shall remit to the NYSUT Benefit Trust the payments deducted and shall furnish the Plan and the bargaining unit with a list of all employees from whose salary such deductions have been made.
- 18.4 The District shall deduct, in equal installments, beginning with second regular paycheck and continuing to the last paycheck in June, such VOTE/COPE contributions as may be authorized by the bargaining unit member.

ARTICLE 19

School Calendar

- 19.1 The work year for teachers will be a maximum of 184 days.
- 19.2 The Association will have input into the school calendar prior to the approval of the Board of Education.

ARTICLE 20

Promotions

- 20.1 Whenever a vacancy shall occur for a position or a part time position in the Ellicottville Central School System, any qualified person may apply for the position. In filling the vacancy the District agrees to give due weight to the professional background and attainments of all applicants. Teaching personnel will be notified about any new position or change of position concerning Ellicottville Central School's instructional staff.

ARTICLE 21

Miscellaneous

- 21.1 The rights and privileges of the teachers' organization and its representatives as set forth in this article shall be granted only to the Association as the exclusive representative of the teachers.
- 21.2 It is contemplated that terms and conditions of employment in this agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process it is likewise recognized that matters may from time to time arise of vital mutual concern of the parties which have not been fully or adequately negotiated between them. A final decision agreed upon by the Association and the District shall be written into the contract and be effective immediately. These decisions shall be subject to the terms of this contract.
- 21.3 In the event of extended negotiations at the conclusion of the time parameters of this contract, the provisions will be continued until such time as a re-negotiated agreement is ratified by both parties.
- 21.4 The process of decision-making in the School District and Administration is enhanced by opinions and suggestions from the Association and the Administration. While it is recognized that the Board of Education is the final decision-making authority, the Administration and the Board will endeavor to respect the judgment of the Association and Administration and consider all recommendations prior to reaching decisions.

ARTICLE 22 - Extra Curricular Activities Pay Schedule

22.1 Pay for Athletic Personnel

Percentages are computed using the salary listed at the BA base (Tier Level 1) in each year of the agreement. Years of experience are calculated by totaling the completed number of years in coaching of the sport. For all league, sectional, regional and/or state level post season play, each coach and his/her assistant shall receive an additional Sixty-five (\$65.00) Dollars per game. The payment will not be approved for first round playoff games in sports where such playoffs are automatic regardless of record.

	Name	Base	2 Yrs	4 Yrs	6 Yrs	8 Yrs	12 Yrs	16 Yrs	20 Yrs	24 Yrs
22.1.1	Varsity Football	9.0	10.0	11.0	12.0	13.0	14.0	15.0	16.0	17.0
22.1.2	Asst. Varsity Football	6.0	7.0	8.0	9.0	10.0	11.0	12.0	13.0	14.0
22.1.3	J. V. Football	6.0	7.0	8.0	9.0	10.0	11.0	12.0	13.0	14.0
22.1.4	Asst. J.V. Football	4.5	5.5	6.5	7.5	8.5	9.5	10.5	11.5	12.5
	Modified Football	6.0	7.0	8.0	9.0	10.0	11.0	12.0	13.0	14.0
22.1.5	Football Cheerleading	4.5	5.5	6.5	7.5	8.5	9.5	10.5	11.5	12.5
22.1.6	Varsity Soccer	9.0	10.0	11.0	12.0	13.0	14.0	15.0	16.0	17.0
	Asst. Varsity Soccer	6.0	7.0	8.0	9.0	10.0	11.0	12.0	13.0	14.0
22.1.7	J. V. Soccer	6.0	7.0	8.0	9.0	10.0	11.0	12.0	13.0	14.0
	Modified Soccer	6.0	7.0	8.0	9.0	10.0	11.0	12.0	13.0	14.0
22.1.8	Girls Volleyball	4.5	5.5	6.5	7.5	8.5	9.5	10.5	11.5	12.5
	Modified/JV Volleyball	3.0	4.0	5.0	6.0	7.0	8.0	9.0	10.0	11.0
22.1.9	Bowling	3.0	4.0	5.0	6.0	7.0	8.0	9.0	10.0	11.0
22.1.10	Boys Varsity Basketball	9.0	10.0	11.0	12.0	13.0	14.0	15.0	16.0	17.0
22.1.11	J. V. Boys Basketball	6.0	7.0	8.0	9.0	10.0	11.0	12.0	13.0	14.0
22.1.12	Girls Varsity Basketball	9.0	10.0	11.0	12.0	13.0	14.0	15.0	16.0	17.0
22.1.13	Girls J.V. Basketball	6.0	7.0	8.0	9.0	10.0	11.0	12.0	13.0	14.0
	Girls Modified Basketball	6.0	7.0	8.0	9.0	10.0	11.0	12.0	13.0	14.0
22.1.14	Boys Modified Basketball	6.0	7.0	8.0	9.0	10.0	11.0	12.0	13.0	14.0
	Boys Jr. High 7th or 8th Grade Basketball	2.0	4.0	4.5	5.0	5.5	6.5	7.5	8.5	9.5
22.1.15	Girls Jr. High Basketball	2.0	4.0	4.5	5.0	5.5	6.5	7.5	8.5	9.5
22.1.16	Basketball Cheerleading	6.0	7.0	8.0	9.0	10.0	11.0	12.0	13.0	14.0
22.1.17	Varsity Baseball	6.5	7.5	8.5	9.5	10.5	11.5	12.5	13.5	14.5
22.1.18	J. V. Baseball	3.0	4.0	5.0	6.0	7.0	8.0	9.0	10.0	11.0
	Modified Baseball	3.0	4.0	5.0	6.0	7.0	8.0	9.0	10.0	11.0
22.1.19	Golf	3.0	4.0	5.0	6.0	7.0	8.0	9.0	10.0	11.0

22.1.20	Softball	6.5	7.5	8.5	9.5	10.5	11.5	12.5	13.5	14.5
22.1.21	J. V. Softball	3.0	4.0	5.0	6.0	7.0	8.0	9.0	10.0	11.0
	Modified Softball	3.0	4.0	5.0	6.0	7.0	8.0	9.0	10.0	11.0
22.1.22	*Boys Track	6.5	7.5	8.5	9.5	10.5	11.5	12.5	13.5	14.5
22.1.23	*Girls Track	6.5	7.5	8.5	9.5	10.5	11.5	12.5	13.5	14.5
22.1.24	*Cross Country Track	6.5	7.5	8.5	9.5	10.5	11.5	12.5	13.5	14.5

*Position reviewed annually pending sign-ups

MODIFIED Sports Coaching assignments as paid duty at the same rate as J.V. Coach in same sport.

		<u>HOME</u>	<u>03-08</u>
22.1.25	Basketball Scorer	1 game	27.00
		2 games	38.00
22.1.26	Basketball Timer		32.00
22.1.27	Chaperones	1 game	32.00
		2 games	43.00
22.1.28	Football Timer		22.00
22.1.29	Soccer Timer/ Scorer		22.00
	Soccer Scorer		22.00
22.1.30	Basketball 30 Sec. Timer		22.00
		<u>AWAY</u>	<u>03-08</u>
22.1.25	Basketball Scorer	1 game	37.00
		2 games	43.00
22.1.26	Basketball Timer		32.00
22.1.27	Chaperones	1 game	43.00
		2 games	49.00

* The Junior High Boys' Basketball program is a combined program, with one salary.

If the Program has a Team for each Grade (7th & 8th), there shall be two salaries paid from the combined rate.

ARTICLE 22 - Extra Curricular Activities Pay Schedule

22.2 Extra-Curricular Advisors Salaries (Non Sports)

2003-2008

22.2.1	7th Grade	2	172
22.2.2	8th Grade	2	172
22.2.3	9th Grade	2	208
22.2.4	10th Grade	2	252
22.2.5	11th Grade	2	414
22.2.6	12th Grade	2	759
22.2.7	9-12 Student Council	2	379
22.2.8	Middle School Student Council (2 people split salary)		379
22.2.9	National Honor Society	1	245
22.2.10	Ellicen Yearbook (1)	1	1939
22.2.11	Play Directors	1-4	595
22.2.12	AFS Language Club/ Asst.	1	758
22.2.13	Stage or Jazz Band, & Jazz Chorus Director(s)	1	608
22.2.14	Detention Monitors		22/hr
22.2.15	Audio-Visual Dir/ETV	1	837
22.2.16	Computer Coordinator	1	837
22.2.17	Non-Sports Chaperone	home away	47 52
22.2.18	OM Coordinator	1	
	OM Advisor	(up to 4)	335 each
22.2.19	Scholastic Challenge	2	167
22.2.20	Weight Lifting (2)	1	303/8 weeks
22.2.21	Ski Advisor	1	456
22.2.22	Video Photographer (3)	1	24/event
22.2.23	Computer Lab Monitor		22/hr

- (1) Not paid if part of regular curriculum.
- (2) Up to three (3) sessions per year if numbers warrant.
- (3) Applies only to VARSITY soccer, football, Boy's and Girl's Basketball.

ARTICLE 23

Chaperone

23.1 Chaperone - Home Basketball Games

There will be two chaperones at home basketball games. They will be on duty at 6:00 P.M. and remain on duty until fifteen minutes (15 min.) after the basketball games. These chaperones will be responsible for the conduct and behavior of spectators in the gym, parking lot, halls, and lavatories and will see that all school regulations are enforced. They will be in essence a roving chaperone.

23.2 Chaperone - Away Basketball and Football games.

There will be one male or female chaperone per spectator bus. They will be responsible for the students conduct. These chaperones must be positioned so they can observe and control bus conduct.

23.3 Scorekeeper and timer shall be on duty for both varsity and junior varsity games.

23.4 Dance Chaperones

Whenever a class sponsored dance is held, the two paid class advisers will be present without additional compensation. Dances, other than class sponsored, shall be chaperoned by two paid faculty members and will be paid by the group sponsoring the dance. Dances will be of three hours in duration except the Junior and Senior Prom which will last for four hours. Time parameters will be determined by the administration.

23.5 Non-sports Chaperones are teachers who are responsible for students after school hours, in a school related activities (other than noted in Article 22).

ARTICLE 24

Insurance Plan

24.1 (a) The District will provide, at no cost to the employee until July 1, 2005, except as noted in paragraph (f) below, whether they are enrolled under an individual or family plan, health insurance coverage and benefits at or greater than the levels set forth in the Allegany/Cattaraugus Schools Medical Plan and "Major Medical" with "Managed Care" (hereinafter Plan) with \$100 single and \$200 family deductible and with \$10 co-pay Brand and \$4 co-pay Generic Drug Prescription Rider with contraceptives. The plan shall provide the \$1.00 co-pay Mail Order prescription rider. For the 2005-2008 school years, the District will provide 90% coverage for all bargaining unit members. Employee contribution will be 10% of the total annual plan premium or 2% of their base salary for family coverage and 1% of their base salary for single coverage, which ever is less. New hires in addition to employees hired as of 9/1/98 shall pay 10% of the premium for Allegany/Cattaraugus Schools Medical Plan coverage.

(b) Effective November 1, 1996, the following health benefits shall be incorporated into and added to the Agreement between the parties:

1. The Allegany-Cattaraugus Schools Medical Plan shall utilize the North American Preferred Network (NAPN), without change of benefit to the participants except as described below:

2. As incentives, whenever participants use providers who are members of the NAPN, the plan will provide:

- a. The benefit of paid office calls subject to a \$10 per visit Co-pay; and
- b. Paid annual physicals subject to \$10 Co-pay including pap and psa (prostate) tests; and
- c. The \$10 Co-pay in the above benefits shall apply toward the major medical deductible.
- d. For other services, participants shall be covered at the same level of benefit as previously provided by the plan.

3. Whenever participants utilize providers who are not members of the NAPN they will continue to receive the same level of benefits as previously provided by the Plan.

(c) Any changes or modifications in the Plan which are, in the judgment of the Association, a diminishment in Plan benefits or coverage in effect on or subsequent to July 1, 1994, will be negotiated with and agreed to with the Association by the District prior to their becoming effective. Any such diminishments in Plan benefits or coverage shall be the responsibility of the District and bargaining unit members shall be held save-harmless against any such diminishments until agreement on the changes or modifications has been negotiated by and agreed to by the District and the Association.

(d) The medical records of each participant member (and covered dependent) are absolutely confidential, and, as such, will not be released to any person(s) without the express written consent of the individual employee or dependent.

(e) In every instance where there would be extended coverage under COBRA, such eligibility shall be extended for an additional year beyond the mandated number at no cost to the District.

(f) All unit members electing to change to the above Plan or required to take the above plan as of July 1, 1994 shall be held save-harmless for pre-existing conditions and any part of deductible already satisfied in 1994. The District shall self-fund costs for PAP smear tests not covered by the Plan (including lab and office fees), contraceptives, well-child to 21, diabetic equipment supplies, and education. Further, the District will continue the Vision Program provided in 1993-94. There shall be an annual enrollment period by October 1st at which time individuals may join the Plan.

(g) Each unit member who is eligible for health coverage pursuant to this Section 24.1 shall be permitted to substitute an HMO Plan for such coverage. New hires beginning employment as of September 1, 1998 will have the choice of the Self-funded Choice plan HMO at 100% employer paid or the Allegany-Cattaraugus

Plan at 90% paid until June 30, 2005. Effective July 1, 2005 all eligible unit members for HMO coverage shall receive 100% coverage for the 2005-06 school year, and 95% coverage for the 2006-07 school year and 90% coverage for the 2007-08 school year or 2% of their base salary for family coverage and 1% of their base salary for single coverage, whichever is less.

- (h) Effective July 1, 2004 bargaining unit members (including Teacher Assistant's) who qualify for health benefits coverage pursuant to this ARTICLE may waive such health benefit coverage and in lieu of such coverage receive a one thousand dollar (\$1000) cash payment, which will be paid to the bargaining unit member in June of the fiscal year for which coverage has been waived. If two spouses are both in the bargaining unit, they shall be eligible for one family insurance coverage and one thousand dollar (\$1000) payment. A special waiver period shall be established only for the 2004-05 year to initiate and establish this benefit.

In order to qualify for such payment, the bargaining unit member must meet the following requirements:

- (1) The bargaining unit member must file a written statement with the Superintendent of Schools (or his designee) prior to July 1 of the fiscal year stating that the bargaining unit member wishes to waive health benefits coverage.
- (2) By filing the written statement of waiver of health benefits coverage, the bargaining unit member agrees that he/she will not seek health benefits coverage for the entire fiscal year.
- (3) Once a bargaining unit member files a written statement waiving health benefits coverage, that waiver shall remain in effect until it is withdrawn by the bargaining unit member in writing. A bargaining unit member may withdraw a waiver effective July 1 by filing a written withdrawal prior to July 1 so that health benefits coverage can become effective on that date. A withdrawal effective on a date other than July 1 may be made only on account of and consistent with a change in family status such as divorce, death of spouse, birth or adoption of a child or a change in employment status of spouse. In such a case the withdrawal shall be effective as soon as the insurance carrier or health maintenance organization will allow the bargaining unit member to be re-admitted to coverage and the amount of payment shall be pro-rated by the number of full months of the fiscal year that the waiver is in effect divided by twelve (12).

- 24.2 The Board of Education will make available to future retirees the above plan at no expense to the school district other than bookkeeping. All applicable coverages so desired by retirees will be provided.
- 24.3 The District will afford all unit employees the opportunity to participate in the 125 "Flex" Plan provided to other District employees. The administrative costs shall be paid by the District. Effective July 1, 2007, the District's annual contribution will be \$500.00.

- 24.4 A joint Association-District Benefits Committee will be established to investigate benefits.

ARTICLE 25

Liaison Committee

- 25.1 The Association shall elect representatives who shall meet with the Superintendent as the need arises during the school year to review and discuss local school problems. The views of the Liaison Committee shall reflect the views of the Association and not their own. Any such meeting may be cancelled or adjourned by mutual consent.
- 25.2 Association representatives shall meet with the Superintendent of Schools and one (1) or more members of the Board of Education as needed during the school year to review and discuss current school problems and practices and the administration of this agreement.

ARTICLE 26

Teacher Salary for 2003-2008

- 26.1 Teachers salaries shall be paid in accordance with the salary schedule in Appendix A.
- 26.2 The District and the Association establish a career incentive program to recognize a teacher's dedication to a career in education and years of professional service to the District. Career incentives for years of service in the District will be added to the teacher's base pay according to the following schedule at the beginning of the year indicated:

6 years	\$100.00
11 years	\$200.00
16 years	\$300.00
21 years	\$400.00
26 years	\$500.00
31 years	\$600.00
36 years	\$700.00

- 26.3.1 \$55.00 for each approved graduate hour earned effective July 1, 2004;
- 26.3.2 Effective September 1, 1994, a teacher may choose to receive tuition assistance in lieu of graduate hour payments for approved graduate hours. The District will pay the tuition costs for approved graduate courses up to a sum of seven hundred fifty (\$750) dollars per three (3) hour course for up to six (6) graduate credits (two [2] three [3] hour courses) per fiscal year. Graduate hours for which the District pays tuition costs shall not be eligible for graduate hour payments at any time in the teacher's future employment with the District.

26.4 Approved as used in paragraph 26.3 shall mean the graduate credits meet the following criteria as qualified by the Superintendent of Schools.

26.4.1 The credits are actually graduate level courses as certified by the institution of higher learning granting the credit.

26.4.2 Approval of credits for salary purposes must be obtained from the Superintendent of Schools before a course is taken.

26.4.3 Credit may not be given for any course unless the Superintendent of Schools is notified within one year of its completion. Teachers new to the system have one year to notify the administration of all previous courses for which credit is requested.

26.4.4 Credit will be granted only for those courses needed for certification, or programs of study which relate to the teaching of the person involved.

26.5 \$950.00 for each Master's Degree earned effective July 1, 2004;

26.6 Pay for graduate hours and Master's Degrees completed by September 1 of each fiscal year shall start with the first paycheck of the school year.

26.7 Graduate hours' pay will be paid each year, with a minimum of three (3) credits required, after credit has been granted by the designated institution.

26.8. 1. The Superintendent and the Association President will jointly develop a list of recommended inservice programs. Teachers may recommend other available programs for joint approval. All teachers shall have equal opportunity to take inservice work.

26.8. 2. If inservice training is completed on days when school is in session, the teacher will receive release time to attend. In the event such training requires outside preparation, such time shall be determined during the approval process in 26.8.2.

26.9 Any teacher who has at least 20 years of service in the Ellicottville Central School District and will have reached age 55 by retirement date is eligible for a longevity salary increment upon retirement. This salary increment will be equal to 1/400th of base Step 1 of the BA salary schedule for each unused sick day. A teacher with over 100 accumulated sick days may take this in two (2) years, instead of one (1) if he/she chooses. Sick leave days will be paid to a maximum of 180 days.

In addition, any teacher who has at least 20 years of service in Ellicottville Central School District and will have reached age 55, will at first opportunity* for retirement, be eligible for a longevity salary increment upon informing the Board

of Education, in writing, previous to retirement. The written notice of intent to retire shall be filed no later than March 1 of the school year during which the teacher turns 55 and the teacher's retirement shall take place no later than June 30th of the school year in which the teacher turns 57. This salary increment shall be computed on the basis of 50% of Step 1 of the Bachelor's Schedule which is in effect during the final year of service to the District.

26.9.1 Payment Options

- A. Total dollars blended into the years' salary.
- B. Four (4) equal checks: October 30, December 30, March 30, last day of school in June.
- C. Two (2) checks: December 30 and last day of school in June.
- D. One (1) check: Last school day in June.

No teacher will be eligible for any salary increment, pay for unused sick leave, or any severance pay UNLESS that teacher has submitted his/her intention to retire prior to the request for salary increment of any kind. That intention must be submitted, in writing to the Superintendent. The notice will contain the teacher's name, and the specific date of retirement. The notice will be signed by the teacher's official legal signature. This document will be considered legally binding to all parties involved. It will also be signed by the Superintendent, and a copy of the document will be made for both party's possession. No terminal pay will begin earlier than two (2) years from the teacher's defined retirement date.

26.10 Summer school instruction and curriculum development work shall be compensated at an hourly rate of \$20.00. Effective July 1, 2001, summer school instruction, staff development, and curriculum development work shall be compensated at an hourly rate of \$21.00. All such work shall be voluntary on the part of the teacher.

26.11 Guidance Counselors will work the same number of days as other teachers in the District for the salary provisions set forth in Sections 26.1 through Section 26.4. Additional days shall be compensated on a per diem basis of 1/200th of the Guidance Counselor's annual salary. Summer employment will be compensated at the rate of 1/200th of the annual salary of the Guidance Counselor for each day worked, not to exceed 20 working days total. Summer work schedules will be jointly planned by the District and the individual member prior to the end of the school year.

The Committee on Special Education Chairperson will work the same number of days as other teachers in the District for the salary provisions set forth in Section 26.1 through Sections 26.4. Additional days shall be compensated on a per diem basis of 1/200th of Chairperson's annual salary. Summer employment will be compensated at the rate of 1/200th of the annual salary of the Chairperson for each day worked, not to exceed 20 working days total. Summer work schedules will be jointly planned by the District and the individual member prior to the end of the school year.

The District Technology Facilitator will work the same number of days as other teachers in the District plus an additional month during the summer. The facilitator's annual, 11-month salary is set forth in Sections 26.1 through 26. Summer work schedules will be jointly planned by the District and the individual member prior to the end of the school year. The current District Technology Facilitator will continue to work 3 weeks in the summer as long as she holds the position.

The School Nurse will work the same number of days as teachers in the District. The salary for the school nurse will increase by 4.5% for the year 2003-2004, 5% for the year 2004-2005, 5% for the year 2005-2006, 5% for the year 2006-2007 and 5% for the year 2007-2008.

Teaching Assistants will work the same number of days as teachers in the District. The salary for teaching assistants will increase 4.5% for the year 2003-2004, 5% for the year 2004-2005, 5% for the year 2005-2006, 5% for the year 2006-2007 and 5% for the year 2007-2008.

- 26.12 All unit members on unpaid leave are required to work for the District a minimum of ninety (90) days in a school year before moving to the next step on the salary Schedule in the following year.

ARTICLE 27

Grievance Procedure

- 27.1 A "grievance" shall mean a complaint by a teacher, or teachers, in the negotiation unit that there has been a violation, a misinterpretation, or inequitable application of any of the provisions of this Agreement, except that the term "grievance" shall not apply to any matter as to which (1) the method of review is prescribed by law, or (2) the Board is without authority to act.
- 27.2 An "aggrieved person" is a teacher or teachers asserting a grievance.
- 27.3 A "party in interest" is an employee who might be required to take action or against whom action might be taken in order to resolve a grievance.
- 27.4 Good morale is maintained, as problems arise, by sincere efforts of all persons concerned, to work toward constructive solution in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 27.5 Nothing herein contained will be construed as limiting the right of any teacher having a grievance, to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted, provided the adjustment is consistent with the terms of this agreement. A representative designated by the Association shall have the opportunity to be present and to state its view at any level in the grievance procedure beyond LEVEL ONE.

- 27.6 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

If a grievance is filed which might not be finally resolved at LEVEL THREE under the time limits set forth herein prior to the end of the school year, and which if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be concluded prior to the end of the school year, or as soon thereafter as is practicable.

LEVEL ONE

- 27.7 A grievance will first be discussed with the aggrieved person's principal with the objective of resolving the matter informally, at which time the aggrieved person
- (1) may discuss the grievance personally,
 - (2) may request that the Association's Representative accompany him/her, or
 - (3) may request that the Association's Representative act in his/her behalf.

Solutions of such a grievance may affect other Association members, and therefore must abide to the terms and conditions of this contract.

LEVEL TWO

- 27.8 If the aggrieved person is not satisfied with the disposition of his grievance at LEVEL ONE, or if no decision has been rendered within ten (10) school days after presentation of the grievance, he/she may file the grievance in writing with the Association within five (5) school days after the grievance decision has been rendered at LEVEL ONE whichever is sooner. Such grievance shall then be filed by the Association with the Superintendent of Schools' office within five (5) school days after receiving such written grievance.
- 27.9 The Superintendent of Schools, or his designee, will represent the Administration at LEVEL TWO of the grievance procedure. The Superintendent of Schools, or his/her designee, will meet with the aggrieved person in an effort to resolve the grievance; such meeting will take place within five (5) school days after receipt of the written grievance by the Superintendent of Schools.

LEVEL THREE

- 27.10 If the aggrieved person is not satisfied with the disposition of his grievance at LEVEL TWO, or if no decision has been rendered with ten (10) days after the Superintendent of Schools, or his designee, has heard the grievance, he/she may, within five (5) school days, request in writing that the Association submit his grievance to the Board of Education within that five (5) school days for review

and determination. All written statements and records of the case shall be submitted to the President of the Board of Education by the Superintendent of Schools. The Board of Education shall hold a hearing to obtain further information or may be represented by a member of the Association or may be represented by legal counsel. All three of the aforementioned parties may also appear. The Board of Education shall hold said hearing within fifteen (15) school days after receiving the written notice from that aggrieved person and the Association. The Board of Education shall render a decision within ten (10) school days after such hearing.

- 27.11 After such decision, if the teacher and the Association are not satisfied with the decision at stage three, and the Association determines that the grievance is meritorious and that appealing it is in the best interest of the school system, it may submit the grievance to arbitration by written notice to the Board of Education within fifteen (15) school days of the decision at LEVEL THREE. Within five (5) school days after such written notice of submission to arbitration, the Board and the Association will request a list of arbitrators from the American Arbitration Association. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- 27.12 The selected arbitrator will hear the matter promptly and according to the rules and procedures of such hearings as established by the American Arbitration Association. The arbitrator will issue his/her decision not later than fourteen (14) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues. His/her decision will be binding on both parties.
- 27.13 The arbitrator shall have no power or authority to make any decisions which requires the commission of an act prohibited by law or which violates the terms of this negotiated agreement.
- 27.14 The cost of arbitration shall be shared equally by the Association and the District.
- 27.15 The District shall take official action on the report of the arbitrator not later than at the next regularly scheduled meeting of the Board of Education.
- 27.16 Neither the District nor any member of the Administration shall take reprisals affecting the employment status of any teacher, any party in interest, any Association representative, or any other participant in the grievance procedure by reason of such participation.
- 27.17 The District and the Association may be represented by their own legal counsel throughout these hearings and procedures.
- 27.18 No public release may be made until after the final report by the arbitrator and final action by the District. At that time the press release will be approved by both the District and the Association.

ARTICLE 29

Duration of Contract

29.1 This Contract shall be effective as of July 1, 2003 and shall continue in effect through June 30, 2008.

Except as noted elsewhere, negotiations for the Contract as it pertains to salaries, wages, and other terms and conditions of employment will begin no later than March 15, 2008.

In WITNESS WHEREOF, the parties have hereunto set their hand and seals.

ELLCOTTVILLE CENTRAL SCHOOL DISTRICT

By Steven J. Cronley (L.S.)
Negotiation Chairman Hereunto Duly Authorized

By Barbara A. Haynes (L.S.)
Superintendent of Schools

ELLCOTTVILLE CENTRAL SCHOOL TEACHERS ASSOCIATION

By Glenn E. Hall (L.S.)
Chairman, Negotiations Committee

By Nancy E. Rogan (L.S.)
Its President Hereunto Duly Authorized

Appendix A
SALARY SCHEDULES
BACHELOR'S

Step	<u>2003-2004</u>	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>
1	31,500	32,425	33,300	34,600	35,000
2	32,310	32,950	34,000	35,250	36,000
3	33,350	33,625	34,600	35,800	36,900
4	34,400	34,725	35,500	36,400	37,900
5	35,450	35,900	36,300	37,000	38,000
6	36,490	37,200	37,450	38,100	38,700
7	37,635	38,150	38,700	39,000	40,200
8	38,885	39,300	39,800	40,500	41,500
9	40,240	40,600	41,300	41,550	43,000
10	41,700	42,000	43,500	44,000	44,000
11	43,265	43,510	44,000	44,750	46,210
12	44,830	45,275	45,750	46,500	47,400
13	47,000	47,325	47,725	48,600	49,100
14	49,500	50,100	50,300	50,950	52,100
15	52,400	52,510	52,725	53,550	54,400
16	54,700	55,725	55,980	56,950	57,810
17	59,000	60,250	62,600	63,750	64,700
18	65,200	67,500	69,800	71,775	72,650

Vertical movement takes place each year by moving to the next step at the beginning of each fiscal year. The costs of this increment raise for teachers represents increased costs to the district, and is therefore considered as "new money" to be included in the computation of any salary agreement.

